

**ITR Concession Company LLC
52551 Ash Road
Granger, Indiana 46530**

REQUEST FOR PROPOSAL

FROM: Tamiko Casteel
Procurement Manager

DATE: October 1st, 2013

SUBJECT: **Interactive Voice Response System (IVR) Redesign**

Overview:

In operation since 1956, the Indiana Toll Road (ITR), designated US Interstate 80/90, stretches 157 miles across the northernmost part of Indiana from Ohio to the Illinois state line. The Indiana Toll Road links Chicago with the largest cities on the eastern seaboard, and it also serves as the primary connecting route to the Chicago Skyway (SCC), a main route to downtown Chicago.

In 2005, former Indiana Gov. Mitch Daniels' proposal to lease the Toll Road was enacted into law by the Indiana General Assembly. On June 29, 2006 the Indiana Finance Authority and ITR Concession Company LLC ("ITRCC") entered into a 75-year Concession and Lease Agreement to operate, maintain and manage the Toll Road.

The primary purpose of this project is to improve the quality, operational efficiency and usability of our IVR system. We aim to reduce the amount of calls being transferred to our phone agents. We would also like to implement an automated outbound service to notify customers of any account or E-ZPass issues.

ITR seeks to upgrade the Interactive Voice Response System current providing service to customer calls. The upgrade shall consider basics such as functionality modifications, technology updates, and fine tuning existing commands. Suppliers are invited to consider the cost efficiency of replacing versus upgrading, and provide proposals as such.

We intend to establish a budget and timeline in preparation of project start at the beginning of 2014.

1.0 INSTRUCTIONS:

1.1	SUBMIT PROPOSALS TO:	LABEL BID/PROPOSAL CONTAINER:
	ITR Concession Company LLC Attn: Tamiko Casteel Email: tcasteel@indianatollroad.org	Project Title: IVR Redesign

1.2 KEY PROJECT DATES:

Date: October 23rd, 2013 Bidders Clarifications Due
Date: October 30th, 2013 ITR Responses Due
Date: November 15th, 2013 – Bids due
Date: 2nd QTR 2014 – Project Start

1.3 **SUBMITTALS:** Submit all proposals electronically. (Submittals must be under 9 MB.) All proposals are to include a project timeline and itemized costs, with a lump sum estimate. Proposals shall be turn-key.

1.4 **PROPOSAL FIRM TIME:** 1-Year from the date of issuance

1.5 **SECURITY:** Offer \$ N/A Performance \$ N/A

1.6 **VENDOR CONFERENCE/SITE VISIT:** Yes No
Mandatory Attendance: Yes No

No group site visit is planned. However, any firm interested in site visits are welcome to schedule one through the ITR IT/Telecom Department.

1.7 **PROJECT CONTACT:**

Attn: ITR Concession Company LLC
Title: Tamiko Casteel
Email: Procurement Manager
Phone: tcasteel@indianatollroad.org
(312) 552-7110

All request for clarification must be issued in writing. Responses will be directed to the group.

1.8 CRITERIA FOR EVALUATION AND AWARD

The ITRCC will evaluate how well each proposal meets the requirements in terms of “responsiveness” to the specifications. Consideration will be given based upon the best price, best product, and best service.

All equipment, labor, applicable licensing or required maintenance programs, and training costs should be included. All licenses must be valid for 3-years. Firms should indicate the location the work will be performed at.

Proposals must be all inclusive of materials and labor, and include timeline for each phase of the project.

Proposals shall be listed in USD, and in English. Bidders should bid lump sum, with an itemized breakdown of labor, parts, and licensing.

2.0 GENERAL

2.1 **INDOT OR OTHER APPLICABLE PRE-QUALIFICATIONS**

THIS SECTION IS INTENTIONALLY BLANK

2.2 **RESERVATION**

ITR Concession Company reserves the right to reject any or all proposals. The ITRCC may request interviews with the top 3 firms. ITRCC retains the right to negotiate with any and/or all respondents.

2.3 PAYMENT OF TOLLS

The Firm shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by ITR Concession Company.

2.4 COMPLIANCE WITH APPLICABLE LAW

The Firm warrants that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations.

2.5 WAGE RATES N/A

2.6 SUBCONTRACTING/JOINT VENTURES Allowed Not Allowed

ITR Concession Company intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. Assignments for subcontracting are allowable, but information or assignees and subcontractors will be required prior to finalization of a contract. For any joint venture to be acceptable, one vendor must take full contractual responsibility for the obligation.

2.7 EQUAL OPPORTUNITY AND M./W.B.E. PROGRAM

ITR Concession Company is committed to providing fair and representative opportunities for MBE / W.B.E.s in all contracts related to the ITR. Neither ITR Concession Company nor its Firms shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts related to the ITR. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that MBE / W.B.E.s are afforded a fair and representative opportunity to participate in ITR Concession Company's contracts related to the ITR.

The dollar value of MBE / W.B.E. participation in contracts related to the ITR shall be 6% for each. MBE / WBE must be certified with the Indiana Department of Administration. Should it be impracticable to obtain W/MBE participation, bidding firm shall provide documentation of due diligence that they made every effort to obtain participation or documentation reflecting the specialized nature of the project.

2.8 WORK LIMITS

Firm shall perform work within the Indiana Toll Road right-of-way limits. If any work requires the restriction or closures of local roadways or railroad right-of-way to complete the project, the firm is responsible for coordinating with all local government agencies, railroads, utilities, etc needed to perform the work – including obtaining permits, access, permission, etc.

With exception of maintenance of traffic control at local roadways, firm shall keep vehicles, materials, and staging to within property maintained by the ITR Concession Company LLC (ITRCC)

2.9 APPLICATION FOR PAYMENT

Payment terms are Lump Sum of the face value of the contract, NET 45 from the last day of each month. Failure to submit invoices by the last day of each month could cause substantial delay.

2.10 PERMITS AND OTHER RELATED DOCUMENTS

Unless stated otherwise in the contract documents, firm shall obtain, at no cost to the ITRCC, all permits (including environmental permits, building permits, occupancy permits, etc.), right-of-access, easements, etc to perform the work. (i.e utilities, railroad, local, state, and / or federal) Copies of all of these documents shall be provided to the ITRCC within sixty (60) days of receipt. Firm shall notify the ITRCC immediately if permit applications are denied and provide all correspondence with railroad, utilities, local, state, and / or federal agencies.

2.11 SALES TAX

The ITRCC is subject to Indiana sales tax. The firm shall be responsible for paying all sales tax on all goods and services liable for sales tax. The firm shall include the sales tax in the unit prices of the various pay items.

2.12 SCHEDULE AND CONTRACT COMPLETION DATE

Upon award of contract, the selected contract shall submit a detail schedule and completion date that includes all design aspects.

2.13 RESPONSIBLE FIRM

For bids to be considered "responsive", Firms must declare that they are a "Responsible Contractor" on the form provided in the bid documents. The Responsible Contractor Policy and statement are a part of the standard ITRCC Contract.

Throughout the life of the contract the Firm is to comply with the provisions of the ITRCC Responsible Firm Policy.

2.14 SUBCONTRACTOR FORM AND USE

Firm shall submit to the ITRCC for approval all Subcontractor contracts. The Firm shall complete and return to the ITRCC a fully executed subcontractor form for each subcontractor. Work cannot begin until the ITRCC has approved each subcontractor form.

2.15 INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

THE FOLLOWING ARE THE MINIMUM AMOUNTS OF CONTRACTORS INSURANCE:

<i>Type of Insurance</i>	<i>Limits of Liability</i>
General Liability: Comprehensive Form Premises – Operations Products/Completed Operations Hazard Contractual Insurance	Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
Broad Form Property Damage Independent Contractors	Personal Injury: \$1,000,000 aggregate
Personal Injury Explosion and Collapse Hazard Underground Hazard	
Automobile Liability Comprehensive Form Owned Hired Non-Owned	Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
Excess Liability: Umbrella Form	Bodily Injury and Property Damage Combined: \$5,000,000 each occurrence \$5,000,000 aggregate
Employer's Liability and Worker's Compensation	\$1,000,000 each occurrence Statutory Minimum Amount

The insurance required above shall be endorsed to name as additional insureds ITR Concession Company LLC, the Indiana Finance Authority, the State of Indiana, Citibank, N.A., the Royal Bank of Scotland, plc, and any mortgagee or construction lender identified in writing (collectively, the "Additional Insureds"). Wherever used, the term "Additional Insureds" shall be deemed to include the officers, employees and representative of all of the Additional Insureds. All issuing underwriters shall have rating of A (VII) or better in the latest edition of Best's Key Rating Guide or comparable ratings reasonably acceptable to the Owner.

Certificates of Insurance, copies of policies, and all applicable endorsements for the above-described insurance shall be furnished to the Owner before the commencement of any Work. All insurance policies required hereunder shall be endorsed to provide that (i) the insurance carrier will give written notice to the Owner at least ninety (90) days prior to any material change in or cancellation or non-renewal of the policies, and (ii) the named insured shall not cancel the insurance or amend the policy to reduce the coverage required. All insurance shall be endorsed as primary and not contributory with respect to other insurance. All liability insurance policies shall be endorsed to include contractual liability. All general aggregate policy limit amounts shall be on a per project basis.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other cause of loss to the extent covered by property insurance, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the separate contractors described herein, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers

each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

2.16 Statement of Work:

REFERENCE ATTACHMENT 1: Definition, Special Considerations & Scope of work

2.17 Ownership:

Once the project is completed and approved, the design and all of its contents and software become the property of ITR Concession Co. ITRCC will own all the code, programming, content, design and copyrights for the new site delivered by the Contractor.

ITRCC will retain all rights for unlimited use of any and all custom software developed and deployed with this project.

BID TABULATION

Provide an itemize proposal based upon the following tabulation sheet.
**Electronic submission is preferred method of delivery.*

Decline to Bid --- We strive to improve our bidding process, your feedback helps. Please provide a reason for declination.

Reason: _____

If any questions arise regarding this Request for Proposal, please contact Tamiko Casteel (312) 552-7110 or tcasteel@indianatollroad.org.

Are you certified as a WBE with The State of Indiana? Yes No
Are you certified as a MBE with The State of Indiana? Yes No

**If yes, please include your Certificate along with your proposal*

SCHEDULE OF PRICES

Lump Sum --- Please include breakdown of lump sum in a separate Excel file or chart.
\$ _____

Please Print:

1. **Your Name:** _____
2. **Your Company:** _____
3. **Your Contact Phone:** _____
4. **Your Email Address:** _____

Please include the following with your proposal:

- Organization background/history
- Specific areas of expertise
- At least three samples of work, with focus on areas of expertise referenced
- Three references
- Specify whether work will be performed on-site, remotely, or a combination of both
- Any recurring licenses to maintain website should be included in the quote; total cost should be shown with and without licenses, as ITRCC is to be given the choice to retain those licenses
- Optional features to be included as a separate cost in proposal
- Include hourly rates for Contractor; guarantee hourly rates for the following year to include any needed changes by ITRCC
- Quote must be structured containing at least the following information:
 - Price schedule
 - Detailed scope of work
 - Deliverables
 - Project plan

PLEASE RETURN THIS PAGE WITH YOUR PROPOSAL

ATTACHMENT 1

IVR basics

ITR is making use of a Nortel MPS500 IVR with two application servers (main and backup) as well as 1 oscar server with nuance voice recognition service. The IVR is connected to ITR PBX through 2 T1s (Line Side T1). The IVR therefore is located “behind” the PBX and not connected directly to our communications service provider (this architecture should not change with the new proposal).

In addition the IVR interacts with the Back Office for retrieving and updating customer account information system through a webserver managing XML messaging.

The current IVR is capable of processing voice recognition and displaying the call flow messages both in English (American English) and Spanish.

Touch tone and voice recognition interactions are available and the system will move to touch tone only in case voice recognition is not available or fails after the third time.

Besides the normal Call Flow menu associated to our 1-888 number, the IVR also allows ITR to playback the PIN to those customers requesting for a reset of their personal identification number.

➤ Main modules

- AP1: Main IVR Server
- AP2: Backup IVR Server
- Oscar1: voice resources (voice recognition)
- TMS: Telephony Media Server (T1s – 2 currently enabled)
- Internal Switch: for different servers interconnection (ELAN) avoiding Customer data traffic that could interference

➤ IVR Web Server

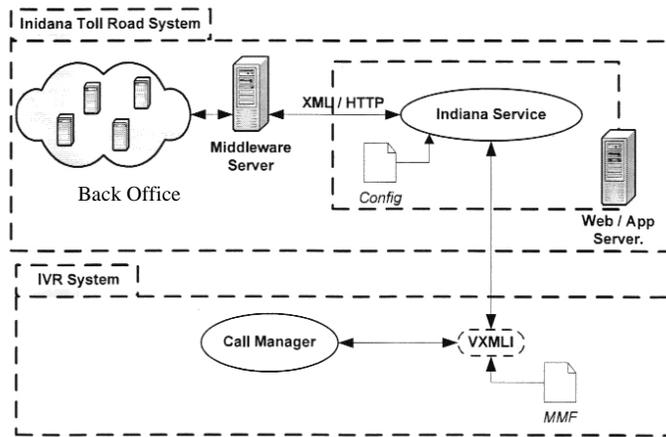
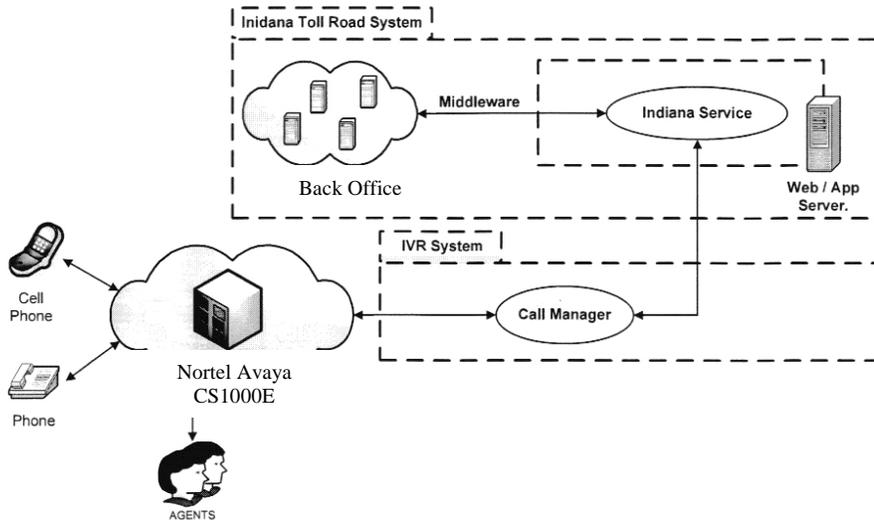
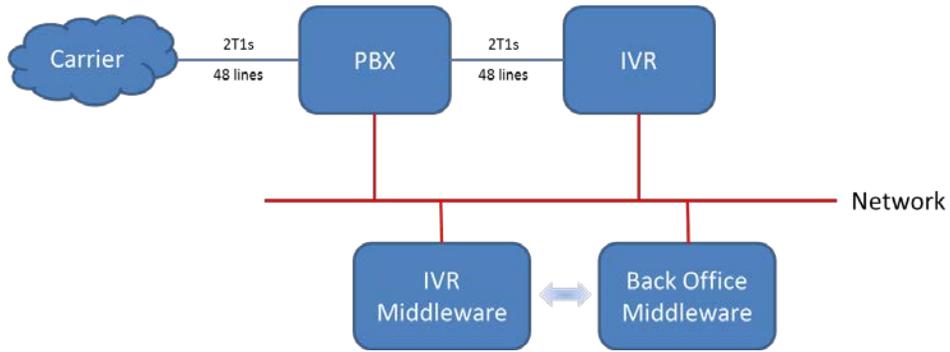
- Supports IVR call flow logics
- Config files (time, date, etc)
- XML generator for BOS interface
- Jakarta Jmeter for single and massive xml request testing

➤ TMS has DSP (digital signal processors)

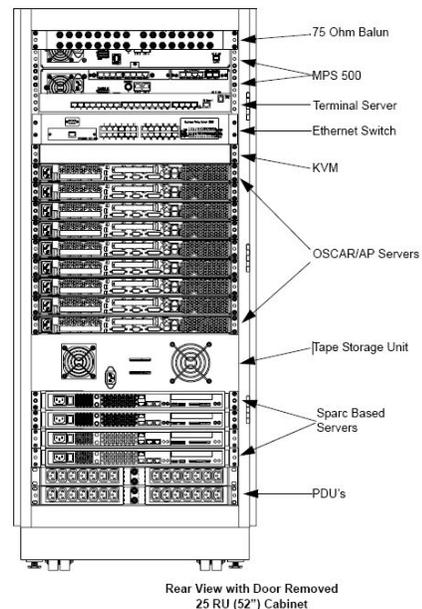
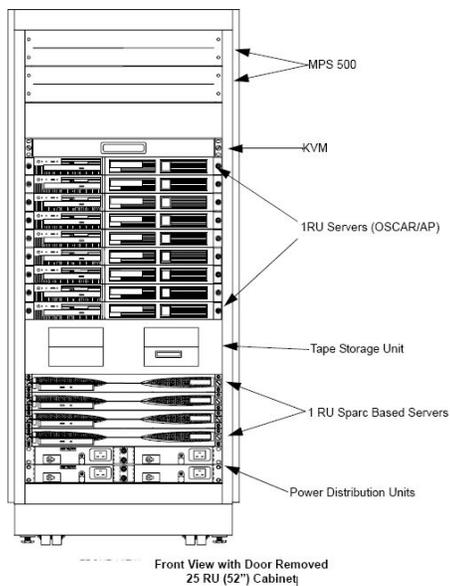
➤ Supported resources:

- Players / Recorders
- TGEN
- DTMF
- Call progress
- Conferencing
- Fax channels

Architecture



MPS500 diagram (not all components listed are in production).



functionality

Currently the IVR service structure is in the following way:

The welcome & initial menu –

This menu gives the customer information on how to call an ambulance, the possibility to report an incident on the toll road; in this case she/he will be transferred to the control center, and the chance to select the Spanish in which they will be attended.

The welcome & initial menu will be spoken in English & Spanish.

Upon selection of the language, the IVR system presents a prompt to the caller that they are able to speak with an agent or to ask for help in all menus.

Customer Identification –

After the caller selects the language, the IVR will have to identify the customer by consulting the commercial system (using the caller's telephone number as id).

The method used to identify the customer is the IVR system does a query against the Commercial system with the telephone number that the customer has made the call from. If the number is not associated to any customer, the caller will be asked if they are a current E-ZPass account holder. If the caller selects YES, the IVR system asks the customer to provide the phone number associated to the account, the IVR system will again query against the Commercial system.

The caller will have 2 two attempts to enter the phone number. In the event the query does not return any results the call will be transferred directly to an agent for assistance.

If the caller answers NO to “are you an E-ZPass customer”, the caller will be provided the menu options for non-ezpass callers.

Non E-ZPass customer Menu

– If the caller does not have an account the following options are given:

- Information – This option will play a prompt providing the ITR E-ZPass website address to look up for additional information and the option to be transferred to an agent.
- Claims/Complaints – In this option the caller will hear a menu where they may choose what type of Complaint they want to make and then the call is transferred to an agent.
- New Client – selecting this option the call will be transferred to an agent, as new accounts must be registered by an agent.
- Agent – customer has the option to select to be transferred directly to an agent

Customer Menu

– If the caller has been identified as a E-ZPass customer the IVR presents a the following menu options:

- Account Management: the customer will be able to perform the following actions:
 - Check Balance (prepaid or post-paid)
 - Make a payment
 - Recharge
 - Tags: Activate/ lost/stolen/ request new transponder
 - PIN: Modify existing pin or ask for new pin
- Claims/Complaints – In this option the caller will hear a menu where they may choose what type of Complaint they want to make and then the call is transferred to an agent.
- Information – This option will play a prompt providing the ITR E-ZPass website address to look up for additional information and the option to be transferred to an agent.
- Transfer Skill: customer has selected to speak to an agent, call is transferred.

Information

- This option will play a prompt providing the ITR E-ZPass website address to look up for additional information and the option to be transferred to an agent.

Complaints

– When the customer wants to make a complaint, the IVR presents one sub-menu with the different types of complaints. The options are as follows:

- Road Incidents: animal on the road, obstacles, snow
- Traffic Jams
- CSR Rude treatment
- Rude Treatment of the toll operator
- Other

In all cases the IVR will transfer the call to an agent

Account management

– When the customer selects this option the IVR system will present one sub-menu where the customer will be able to perform different actions in the account. The IVR will present one of two menus depending if the customer is prepaid or postpaid.

Verification

– When customers want to perform an action, the IVR system asks for the customers current PIN and verifies with the commercial office before providing any information or making any change.

Balance

– This option the customer can request the following information:

- Pre-paid customers – IVR will provide the current account balance
- Post-paid customers –
 - Last invoice amount
 - Current balance

After the IVR provides the balance/invoice, the IVR will ask if they would like to have the information repeated.

If the customer has more than one account, the IVR will ask the customer to provide the account number in which account information is being requested for. If the customer does not know the call will be transferred to an agent.

Recharge

– Manually add funds, call is transferred to an agent

Tag

– Upon the PIN verification against the commercial system, the customer will be provided with the following options:

- Activate – here customers can activate a transponder. The system will check if the customer has more than one TAG that needs to be activated. If the customer has more than one TAG the system will ask for the number that identifies the TAG and the activation code. In cases where there is only one, the system will only ask for the activation code for the TAG. If the customer knows this data, then the system will request the commercial system to activate the TAG. If the customer does not have this information the call will be transferred to an agent.

If the tag is activated properly the IVR system will present the option to do another action. If the TAG is not activated properly, the IVR system will put the call through to one of our agents to process the request(s).

- Lost/Stolen – customers are able to report the TAG as Lost/Stolen if the device has been lost or stolen. The IVR will ask for the number that identifies the TAG, if the customer provides the information then the request will be sent to the commercial office to mark the TAG as lost/stolen. If the customer does not know

the TAG number to report the call will be transferred to an agent for further assistance.

If the tag is marked properly the IVR will present the option to do another action. IF the TAG is not marked properly, the IVR will transfer the call to an agent.

- Ask for new tag – customers selecting this option will be automatically transferred to an agent.

PIN

– Selecting this option will present the following options:

- Ask for new PIN – upon selecting this option the call will be transferred to an agent as only agents are able to generate the PIN of the account for the 1st time.
- Modify existing PIN – in this option the customer can change the PIN for the account. The system will first ask for the current PIN and if the correct, the IVR will ask for the new PIN and request the Commercial System to change the PIN.

If the PIN is modified properly, the IVR will present the option for another action. If not, the call will be automatically transferred to an agent.

When the IVR properly modifies the PIN, the Commercial system will send an e-mail to the customer with the new PIN chosen.

Payment change

– In this option the customers can request the following:

- Pre-paid customers –
 - Make a payment – (not using at this time due to the design)
 - Change or update a form of payment – IVR will ask the customer what form of payment needs to be changed, as a customer can have two forms of payment assigned.

The IVR checks how many accounts the customer has, if more than one account, the IVR will ask the caller to provide the account number in which the changes should be made. Next the customer will have to choose what method to update either the primary or secondary. If secondary is chosen the IVR will check if the customer really has a secondary payment on file.

Upon selecting which method is to be updated, the customer will then have the option to use a credit card (Visa, MasterCard or American Express card) or checking.

Upon selecting credit card, the IVR will ask the customer of the full credit card number and then repeat back to the customer for verification, next the IVR will ask the customer for the expiration date of the card using two digits for the month & four digits for the year and then repeat to customer for verification.

If the option is checking, the IVR will ask for the routing number, and then repeat back to customer to confirm, next the IVR will ask the customer for the account number for the checking account and repeat to customer to confirm.

- Post-paid customers –
 - Make a payment

Whether pre or post-paid if make a payment is selected the IVR system will advise the payment can be made online at www.ezpassin.com. Then, the IVR will ask the customer they would like to make another request.

PIN PLAYBACK

When a customer while in communications with a customer service representative (CSR) requests for a PIN reset, the CSR can chose to reset and send the customer back to the IVR for a playback of the new PIN. The system will transfer the call back to the IVR, the IVR will playback the new PIN and will disconnect the call

SCOPE

General requirements

Hardware required should be quoted and also identified as appliance or standard commercial available. In case of standard hardware required, vendor should include details of specifications of such hardware; ITR reserves the right of handling that purchase through the bidder or directly through local manufacturers/retailers.

Project plan should be included detailing the different steps in the projects and the party that is responsible for it, specifying those under ITR responsibility.

Vendor should specify where the work is going to be performed (on-site or remote). If a mix of on-site/off site work is required, vendor should specify those tasks to be performed on-site (marking them on the project plan timing) as well as those to be performed off-site.

Proposal should specify previous references in projects similar to the one outlined. Proposal should include reference of the team that is planned to participate in the project outlining the experience in similar projects.

All communications and documentation as well as possible source code generated by the vendor, will be in American English.

Documentation during the project will be delivered in electronic, editable Microsoft compatible version.

Once the project is finalized, ITR will be the sole owner of all components associated to this project including but not limited to: source code, hardware, software, licenses, etc. Vendor should provide with proof of authenticity and ownership of such components where it applies (licenses, software key codes, etc).

Project to be scoped out as a turn key project. "Time and materials" proposals will be evaluated as non-compliant with the requirements of this project.

ITR would require the ability to control the fine tuning of the IVR. (i.e To allow modifications to the voice recognition and silences to ensure the voice recognition does not trigger when there is minimal background noise)

Vendor will be required to interact and coordinate with ITR back office development team for any changes required in the middleware for back office integrations. Specifications regarding the integration will be coordinated and agreed by the vendor and will require agreement as well from ITR back office development team (third party vendor). ITR will provide the final sign off on any integration. ITR will provide with the contact information and availability of the ITR back office development team that as mentioned is currently a third party entity.

Tests should include integration tests. Vendor should not specify the costs related to third party back office development team for any stage of the project. Vendor should specify in the proposal when the third party back office team will be required and for what activities so ITR can coordinate appropriately.

Vendor will be responsible of all components end-to-end IVR related. Anything outside the IVR will be handled by ITR, every single task outside the vendor scope should be specified in the proposal.

Vendor will specify in case third party entities will participate in the project (manufacturer, partner, etc). In case multiple companies are involved in the project, details should be provided regarding different responsibilities, tasks to be performed by each, references in similar projects and main reason for that company to be involved in the project.

TECHNOLOGY

Considering current architecture and functionalities required, ITR is open to any type of technology or solution to be included in the proposal whether if it's proprietary or freeware, T1 or SIP. Technology has to be able to support 48 ports, and functionality detailed in this document, proven to be stable and extensively used in the market by different customers with similar functional requirements.

Any change from the current structure that might be required as part of the project should be specified in detail, like a possible migration from T1s to SIP lines, Unix or Windows based platforms.

Vendor is not responsible for scoping out or performing any work on ITRs PBX system but all the information required for ITR to evaluate the impact in that system should be included in the proposal.

Technology should allow ITR to maintain and perform basic admin tasks over the IVR platform and configuration.

Technology used should be PCI compliance, Hardware, software and source code when applicable should be PCI compliance and details should be provided in the proposal to prove it.

Platform proposed should provide ITR with a user friendly interface that both IT team and Customer service Manager can handle.

Integration of the IVR platform with third parties should be detailed in the proposal.

ITR reserves the right to request for a demo or a site visit if needed to appreciate the full extent of the platform quoted.

Any technology included in the proposal should have a life expectancy of at least 5 years, for specific hardware, Vendor should specify the documentation proving that availability. Road map of products (hardware, software) should be included in the proposal.

IVR requirements

Menu selections should be touch tone or voice recognition, both American English and Spanish.

IVR specific statistical reporting ITR requires d to include a minimum of what is reported on in the current IVR. Each menu & sub-menu options, language selected, type of customer, separate reporting for type of customer, type of account, failed operations, transfers to agents, out of office, etc. Vendor should specify in detail the reporting capabilities that will be included as part of the scope and which ones will be optional. It is recommended and will be favorable evaluated, options that will provide ITR with the capability of (through a user friendly interface) customize such reports.

The IVR schedule would need to be 24/7, however customer service agents work Monday thru Thursday 8-5:30p.m & Fridays 8-2p.m, when outside of business hours the options & recordings to speak with an agent should be disabled, if the customers operation fails or no entry is given the caller should receive a recording to advise to try again or call during business hours. Holidays and working hours should be a configurable item that ITR could update at will.

IVR prompts are currently recorded by ITR. An option should be included in the proposal to be able to handle these recordings through Text to Speech technology. Budgetary figures should be included separately and in detail.

Platform and interface should allow for an easy update of prompts and recordings. Text to Speech technology should be static and not real time text to speech.

IVR – Menu & Sub-menu options – brief description containing menu & sub-menu options to follow, processes & functionality that are being suggested as a starting point of what ITR requires. The platform and development quoted should allow ITR to move options within the menu (option 1 for option 3 for example) without requiring updating source code and through a graphical user friendly interface.

IVR – INCOMING CALLS

WELCOME & INITIAL MENU- main greeting, office hours, the option for Spanish as the language, all other callers or English please hold. Report debri, accident etc.. in which calls will be transferred to ITR Radio/Control department.

CUSTOMER VALIDATION – After the caller selects the language, the IVR will have to identify the customer by consulting the commercial system (using the caller’s telephone number as id). IVR system sends the request through the middleware to the Commercial system with the telephone number that the customer has made the call from. The request must search all types of phone numbers associated to accounts. If the number is associated to multiple accounts the customer will be asked to enter the account number to assist in identifying the correct account. If the phone number is not associated to any customer, the caller will be asked if they are a current E-ZPass account holder.

If the caller selects YES, the IVR system asks the customer to provide the phone number associated to the account, the IVR system will again query against the Commercial system. Once the system has identified the customer, the IVR will request the customer provide the PIN associated to the account, the PIN must be validated with the commercial system. Once verified the IVR should query the commercial office to automatically provide the following information to two types of E-ZPass accounts based on the account type, prior to receiving the E-ZPass Customer Menu.

Pre- Paid Accounts –

Account number, Current Balance, Pending Payment, Low balance & Expected

Replenishment

Post – Paid Accounts –

Account number, Current Amount Due, Amount Past due, current balance

After the IVR has provided the information above to the customer, the IVR should allow the option to repeat or proceed to the E-ZPass menu to select from the following E-ZPass Customer Menu options.

E-ZPASS MENU -

Account – when this option is selected the customer will be provided the following sub-menu options:

Update forms of payment – IVR will provide the option to update the primary form of payment or add/modify/delete a secondary method. Upon selecting which form to update, the IVR will query the commercial system to allow the IVR to provide the customer with the current method associated. The customer will be able to use a credit card or checking account. The forms of payment entered will need to be validated. Upon success of the request, the IVR should allow the customer the option to perform another update to the forms of payment or exit this option.

Recharge/Payment – Pre-paid customers selecting this option, the IVR should query the commercial system, if the query returns results that the last replenishment on the account was rejected, the amount needed to refill the account should be given to customer and continue with processing a payment for that amount as a minimum payment required as stated below. If the query returns no results for rejected replenishments, the IVR should allow the customer to make a payment to the account by inputting the dollar amount the customer would like processed, once the dollar amount is entered, the IVR will query the commercial system to provide the option to charge the payment to the primary form, secondary form if listed or use alternate credit card one time. Upon selection of the primary or secondary form, the IVR will advise the customer of the last four digits of the payment form being used and confirm the request, once confirmed the IVR will communicate with the commercial system and payment processing server to process the payment, ALL payments must be processed in live time, customers should receive confirmation the payment was successful, if no the IVR should allow the customer to try use another form of payment and repeat the process or exit the menu.

Post-paid customers – the IVR will query the commercial system & respond to the customer with the results. If the results return the customer owes for invoices, the customer should have the option to pay the invoice using a credit card or checking account. These types of customers should not have the same functionality as a pre-paid customer to allow payments to be processed unless it is collection of an invoice returned in the query.

Request/Modify PIN – Customers selecting the option to request a PIN, the IVR will ask the customer for the account number to further validate the customer, upon validation with the commercial system the IVR should allow the customer the option to create a new pin. If the customer does not have the account number the call will be transferred to an agent. If the request is to modify the PIN the IVR will ask for the current PIN, again validation with the commercial system must be done. After either option is complete the customer will have the option to process another request or exit end the call.

Update/Add phone number – Customers selecting this option should be able to update the primary phone number, add or modify additional phone numbers associated to the account.

Transponder – Upon selecting this option, the customer will be presented with the following sub-menu options:

Activate Transponder (shipped) – IVR will query the commercial system to verify the customer has transponders to activate. Upon verification the IVR will ask the customer to input the validation code, the validation code must be verified with the commercial system. If there is more than one transponder associated to the activation code the IVR should prompt the customer to activate all transponders or allow the customer to input the serial number for the transponders to activate with the validation code provided. If the commercial system query reports additional transponders need activated using a separate code, the IVR should prompt the customer to activate additional transponders or exit this option.

Request a new Transponder – IVR will route the call to an agent

Add Retail Transponder – IVR will route the call to an agent

Report Transponder Lost/Stolen – IVR will ask the customer to key in the serial number for the transponder in which the request is being processed. Validation of the serial number with the commercial system must be done. Upon success of validation the IVR will prompt the customer to report additional transponders as Lost/Stolen and repeat the process or exit this option.

Reactivate a Transponder – IVR will query the commercial system to verify the customer has transponder(s) to reactivate. Upon verification the IVR will ask for the serial number for the transponder to be reactivated. Upon success of reactivation, the IVR will allow the customer the option to reactivate additional transponders and repeat the process or exit this option.

Remove a transponder – IVR will ask the customer to key in the serial number for the transponder in which the request is being processed. Validation of the serial number with the commercial system must be done. Upon success of the request, the IVR will provide the customer with the option to remove additional transponders and repeat the process or exit this option.

Complaints – upon the customer selecting this option, the IVR will provide the following sub-menus:

Dispute a toll – when selected the process should include the IVR to allow a customer to dispute a toll that has been charged to a transponder within the past 30 days. The IVR will need to work with the commercial system as if the IVR was the agent to start the dispute, once complete the dispute will need to be stored in the area to be resolved as if it were initiated by the agent in the commercial system. To start the process, the IVR must ask the customer to provide the date of the toll to dispute, IVR will query the commercial system for the tolls, upon receiving the data the IVR will ask the customer to enter the amount of the toll that is incorrect, another query will be done, if a match is made the IVR should provide the results, by allowing the customer to select 1 or multiple charges, the items selected will need to be marked in the commercial system, verify dispute, allow a new dispute to start and repeat process, exit menu. If the customer does not have the date & amount the call should be transferred to agent. *This functionality should only be allowed by pre-paid customers, post-paid calls will need to be transferred to an agent.

Roadway – complaints regarding construction, road conditions, etc., call will be transferred to an agent.

Toll Collection – complaints regarding toll operators, issue at self - serve lane, etc. call will be transferred to an agent.

Customer Service – website, hours, IVR, wait time, etc. call will be transferred to an agent.

Others – call will be transferred to an agent.

Information –

Mounting Strips – like to have the option for the IVR to allow the customer to key in an numerical entry, the entry keyed in will represent the amount of additional mounting strips the customer is requesting to be mailed to them, the IVR will need to store the phone #, the amount keyed in, and the customer's account number which would require the IVR to contact the commercial system, the stored information would need to be accessed in a report for the request to be processed, also provide options for the customer to obtain themselves.

Purchase E-ZPass – callers selecting this option should be advised of the locations in which they may acquire a E-ZPass, to include the option to search participating CVS locations by the IVR asking the caller to input the zip code, advise purchase of travel plazas located on the toll road, option to order by phone, email. If option is by phone the call will be transferred to an agent.

Website – recording advising to obtain additional information please visit www.ezpassin.com

Weather – provide the caller with the number for the weather on the Indiana toll road, allow the option for the transfer to the weather line, weather is only available during set times of the year, so the recording will need to change & the option for the transfer will need deactivated when not available.

Others – call will be transferred to agent

Others – Call will be transferred to agent

Non E-Zpass Menu

Road Side Assistance – call will be transferred to our Radio/Control room to request assistance

Information – when selecting this option the IVR should provide the following sub-menus:

Purchase E-ZPass – callers selecting this option should be advised of the locations in which they may acquire a E-ZPass, to include the option to search participating CVS locations by the IVR asking the caller to input the zip code, advise purchase of travel plazas located on the toll road, option to order by phone, email. If option is by phone the call will be transferred to an agent.

Website – recording advising to obtain additional information please visit www.ezpassin.com

Weather – provide the caller with the number for the weather on the Indiana toll road, allow the option for the transfer to the weather line, weather is only available during set times of the year, so the recording will need to be changed & the option for the transfer will need deactivated when not available.

Others – all others, call will be transferred to an agent.

Complaints

Roadway – complaints regarding construction, road conditions, etc., call will be transferred to an agent.

Toll Collection – complaints regarding toll operators, issue at self - serve lane, etc. call will be transferred to an agent.

Customer Service – website, hours, IVR, wait time, etc. call will be transferred to an agent.

Others – all others, call will be transferred to an agent.

Others – call will be transferred to an agent

OUTBOUND CALLS AUTOMATED – like the ability to have the IVR call E-ZPass customers to include automated message(s) pertaining to their account or E-ZPass such as: rejected payments, low balance etc..

TRAINING

Proposal should include required training in order for the ITR to be independent on managing and troubleshooting the platform. All training included in the proposal should be detailed including but not limited to:

- Type of training
- Profile target of this training
- Duration. Total hours.
- Location (remote, on-site)
- Amount of people to be trained allotted.

All documentation related to the different training sessions should be included as part of the proposal and should be delivered to ITR both in electronic format as well as hardcopy (hardcopy when applicable).

Training should cover at least the following (within the same training session or in independent ones):

- Customer service manager: reports generation, basic management, prompts updates
- IVR administrator
- IVR reporting customization
- IVR troubleshooting

DOCUMENTATION

All documentation should be delivered to ITR at least in electronic format. All documents should be editable and under Microsoft office compatible formats.

Documentation required as part of the proposal and/or as part of the project itself (depending on the document) should include but not be limited to:

- Project plan
- Functional design
- Technical design
- Architecture
- Interface/integration design
- Test plan and test results
- Source code
- Training material
- Economic proposal
- List of requirements
- Vendor references
- Project team details and references

Cost for market available components (example: windows base server) that are not proprietary should be detailed in the proposal together along with all the technical specs. ITR reserves the right to purchase these components through the vendor or direct distributors.

Attachment 2
DRAFT CONTRACT

INFORMATION TECHNOLOGY SERVICES AGREEMENT

ITR Concession Company LLC

- and -

Contractor

July 12, 2011

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Schedules

Schedule 1	Definitions and Rules of Construction
Schedule 2	Statement of Work
Schedule 3	Service Charges

THIS AGREEMENT FOR THE _____ (this "Agreement"), dated _____ (the "Effective Date"), between ITR Concession Company LLC ("ITRCC") and _____ ("Contractor," together with ITRCC, the "Parties" and each individually, a "Party").

WITNESSETH:

WHEREAS, ITRCC is a party to that certain Indiana Toll Road Concession and Lease Agreement, entered into between the Indiana Finance Authority ("IFA") and the ITRCC dated April 12, 2006, as amended, supplemented and/or modified from time to time ("**Concession Agreement**"), pursuant to which ITRCC is to operate, manage, and maintain the Indiana Toll Road ("**ITR**");

WHEREAS, ITRCC seeks to enter into contract for _____.

WHEREAS, ITRCC has procured that Contractor, and Contractor has agreed, to provide or cause to be provided through its Affiliates and Subcontractors certain services subject to the terms of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

General

1.1 Scope of the Agreement

1.2 Definitions and Construction

The definitions and the construction set forth in **Schedule 1** (Definitions and Rules of Construction) shall apply to the interpretation and construction of this Agreement.

ARTICLE II

Commencement and Term

2.1 Commencement

This Agreement shall come into force and effect on the Effective Date as defined in the preamble.

2.2 Duration

Unless terminated earlier in accordance with Article XI, this Agreement shall continue in force from its Commencement in accordance with Section 2.1 for a period of _____ The Agreement may be renewed for successive one year periods, upon written, mutual agreement of the Parties.

2.3 **The “Term” of this Agreement shall be the period between (i) the Agreement’s commencement pursuant to Section 2.1 and (ii) expiration pursuant to this Section 2.2 or earlier termination pursuant to Article XI.**

ARTICLE III

Performance of Services

3.1 General

3.2 Service Levels

In performing its obligations under this Agreement, the Services shall to be provided in accordance with the Service Levels set forth in **Schedule 2** and, where such Service Levels are not defined, in a workmanlike and professional manner.

3.3 **Service Level Failures & Penalties**

If there is a Deficiency, then upon being notified of the Deficiency in writing by ITRCC, Contractor shall take all steps, including but not limited to the application of the applicable penalty provisions, as set forth in **Schedule 2**

ARTICLE IV

Representations, Warranties, and Covenants

4.1 **General**

Contractor hereby represents and warrants that:

- 4.1.1 There is no hindrance, legal, contractual or otherwise, to Contractor entering into this Agreement and performing its obligations hereunder and Contractor has the full power and authority to execute, deliver, and perform under this Agreement.
- 4.1.2 This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, subject, however, to applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally.
- 4.1.3 (a) It is duly organized, validly existing and in good standing under the laws of Spain and (b) it has, directly or through its Affiliates and Subcontractors, all necessary expertise, qualifications, competence, skills and know-how to perform or cause the Services and Deliverables to be provided in accordance with this Agreement.
- 4.1.4 To the extent that the Deliverables embody any third party off-the-shelf software ("**Third Party Software**") or that Third Party Software is provided for the purpose of aiding in the provision of the Services, that Third Party Software shall be licensed in accordance with the standard commercial terms given by the third party software supplier.

4.2 **Deliverables**

Contractor represents and warrants that:

- 4.2.1 The Deliverables will be free from defects, in compliance with the applicable requirements set forth in **Schedule 2** (Statement of Work) and operating in accordance with such requirements.
- 4.2.2 The use of the Deliverables in accordance with their requirements and intended application shall not infringe, violate, misappropriate, or misuse the Intellectual Property rights of third parties and Contractor is not otherwise aware of the Deliverables' infringement upon or misappropriation of any Intellectual Property rights of any third party. No claim of such infringement has been threatened or asserted, and no such claim is pending against Contractor.
- 4.2.3 None of the Deliverables will contain any virus, worm, time bomb, trap door, disabling device, automatic restraint, Trojan horse, or other code designed to: (i) delay or discontinue ITRCC's

effective use of the system; (ii) erase, destroy, corrupt or modify any data of ITRCC or ITRCC's customers, contractors, or subcontractors without the express written consent of ITRCC; (iii) bypass any internal or external software security measure to obtain access to any hardware or software of ITRCC or ITRCC's customers, contractors, or subcontractors without the prior express written consent of ITRCC; or (iv) hinder or prevent the quiet enjoyment of our systems.

4.2.4 The Deliverables will not violate the Laws or regulations of any governmental or judicial authority.

4.2.5 All Services to be provided hereunder shall be performed in a high quality, professional manner by qualified and reasonably skilled personnel in accordance with Best Industry Practice subject to the terms and conditions of Schedule 2 (Statement of Work) .

4.2.6 All work furnished hereunder will be performed by or under the supervision of persons who hold all necessary, valid licenses or certifications to practice in the location where such work is performed, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform such work in accordance with this Agreement and the Concession Agreement and who shall assume professional responsibility for the accuracy and completeness of the Services provided by them. Contractor, its Affiliates or Subcontractors shall be responsible for any costs or fees associated with the acquisition and maintenance of any such licenses or certifications.

4.3 **Covenants**

Contractor hereby covenants, in the course of performing its obligations under this Agreement, to abide by the obligations and restrictions set forth in this Section 4.3. Contractor further covenants to cause its Affiliates, Subcontractors, or any person acting within Contractor's control or on Contractor's behalf in the provision of the Services, to abide by such covenants.

4.3.1 **Security**

Contractor shall abide by, and cause its Affiliates and Subcontractors involved in the provision of the Services, to abide by, all security policies and other rules governing the use of, or access to, the computer systems and premises of ITRCC. Contractor shall use, and cause its Affiliates and Subcontractors to use, in the provision of the Services, reasonable diligence to avoid the introduction of any virus, lockup program, spyware, Trojan horse or other similar malware or other software device to the information technology systems of ITRCC.

4.3.2 **Confidentiality**

Contractor shall ensure, and cause its Affiliates and Subcontractors, to ensure, that all subcontractors and personnel who have access to Confidential Information shall be bound confidentiality restrictions at least as stringent as those set forth in this Agreement.

4.3.3 **Compliance with Laws**

Contractor shall comply or shall direct its Affiliates and Subcontractors to comply with all applicable Laws to the extent affecting the performance of its obligations under this Agreement, including worker's compensation laws and licensing laws and regulations. To the extent applicable, Contractor covenants that at all times throughout this Agreement it shall comply or

shall direct its Affiliates and Subcontractors to comply with requirements of the Concession Agreement in respect of non-discrimination, ethics and conflict of interest requirements, minority and women business enterprises, and the buy Indiana presumption, in each case, as they relate to the performance of the Agreement.

4.3.4 No Liability

Contractor does not represent or warrant that rights, relief or remedies set forth or described in Section 4.3.5 will be available in any particular circumstance, nor that Contractor will, where such rights, relief and remedies are available, be successful in enforcing such rights, relief or remedies.

ARTICLE V **Charges and Payment**

5.1 **Price**

5.1.1 The Service Charge for the Services is _____ as set forth in **Schedule 3** and shall only be subject to increase in response to documented increases as a result of a mutually agreed upon change request.

5.2 **Invoices**

5.2.1 Invoicing will be made on a monthly basis for the percentage of Services provided for the prior billing period.

5.2.2 Each invoice will include supporting information for the line items which are charged.

5.2.3 Upon receipt of payments by ITRCC described in this Article V, Contractor shall be responsible for paying its Affiliates and Subcontractors involved in the provision of the Services.

5.3 **Tax**

The Services Charges invoiced by Contractor will set forth any taxes, sales or otherwise, applicable to the use or transfer of hardware and equipment, and ITRCC shall reimburse Contractor for its payment of such taxes or any reimbursement made by Contractor to its Affiliates and Subcontractors for such taxes.

5.4 **Payments**

All payments will be due within thirty (30) calendar days after the date of receipt of the invoice by ITRCC and will be made free of bank charges or other deductions (e.g., deductions for prompt payment) by wire transfer in immediately available funds to an account which Contractor specifies in writing to ITRCC reasonably in advance of the delivery of an invoice or on the face of the invoice.

5.5 **Interest on Late Payments**

Any amount properly due to Contractor pursuant to this Agreement and remaining unpaid after

the date when payment was due shall bear interest, to accrue from day to day at a rate equal to the lesser of (a) the prime rate of interest announced publicly by the Wall Street Journal plus one and one half percent (1.5%) per month from (and including) the date such amount is due until (but excluding) the day upon which the amount due is actually received, and (b) the maximum amount permissible under applicable Law.

5.6 **Disputed Items**

- 5.6.1 ITRCC must notify Contractor of any dispute in relation to an invoice delivered under this Agreement within seven (7) days after receipt of that invoice. If ITRCC fails to notify Contractor of that dispute within that time, ITRCC shall be deemed irrevocably to have agreed to the amount stated in that invoice.
- 5.6.2 If the amount or part of the amount in an invoice rendered by Contractor under this Agreement is reasonably and in good faith disputed or subject to question by ITRCC, the Parties shall refer that matter to the Disputes Resolution Procedure for resolution, and, subject to Section 7.3.4, Contractor shall continue all Services without any pause or delay and ITRCC shall not be entitled to withhold payment of the disputed amount on those grounds.
- 5.6.3 If an undisputed amount as set forth in Section 5.6.2 above remains unpaid for ninety (90) calendar days, Contractor may suspend work under this Agreement upon thirty (30) calendar days prior written notice.

ARTICLE VI

ITRCC Representations, Warranties and Covenants

6.1 **General**

ITRCC hereby represents and warrants that:

- 6.1.1 ITRCC is duly organized, validly existing and in good standing under the laws of the state of Delaware;
- 6.1.2 ITRCC has the full power and authority to execute, deliver, and perform under this Agreement;
- 6.1.3 This Agreement is the legal, valid, and binding obligation of ITRCC, enforceable against ITRCC in accordance with its terms, subject, however, to applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally;
- 6.1.4 ITRCC is the exclusive owner of or has the right to license and use all right, title and interest in and to the BOS and to any hardware or software that ITRCC will make available to Contractor for the provision of the Services.

6.2 **General Obligations**

ITRCC shall comply with all of its obligations and responsibilities set forth in this Agreement. ITRCC shall make commercially reasonable efforts to provide Contractor and its subcontractors with all cooperation and assistance reasonably required to perform the Services, including by:

- (a) promptly making all decisions reasonably requested of it by Contractor;

- (b) providing in a timely manner all information that Contractor reasonably requests;
- (c) as Contractor its Affiliates and Subcontractors may reasonably request assistance, making staff resources available at locations where work within the scope of the Services is being conducted in order to provide such assistance in a timely manner; and
- (d) providing Contractor its Affiliates and Subcontractors with access to any location where equipment required for or dedicated to the performance of the Services is located.

6.3 **Consents, permits and authorizations.**

ITRCC shall ensure that it has or procures all relevant consents, permissions or licenses to enable Contractor to provide the Services that Contractor is required to provide under this Agreement.

6.4 **Security measures.**

ITRCC shall (a) ensure that reasonable security measures are maintained to protect ITRCC property, and (b) ensure that there are no security breaches, including unauthorized access or damage, in respect of any (i) computer systems hosting the Deliverables, or (ii) any computer systems owned or used by ITRCC.

6.5 **Confidentiality**

ITRCC shall ensure that all subcontractors and personnel who have access to Confidential Information shall be bound by non-disclosure agreements containing confidentiality restrictions at least as stringent as those set forth in this Agreement.

6.6 **Non-Solicitation**

ITRCC shall not, whether directly or by means of third parties, solicit any of the employees of Contractor's Subcontractors who have actively participated in the performance of the Services under this Agreement. This covenant is valid throughout the entire duration of this Agreement and up to one (1) year from its termination

ARTICLE VII

Governance

7.1 **Relationship Managers**

Contractor and ITRCC will each appoint a Relationship Manager to act as the primary interface with regard to all matters and communications arising under or in connection with this Agreement. Each Relationship Manager is entitled to make all decisions and issue all declarations on behalf of its principal with regard to any aspect of this Agreement. Neither Contractor nor ITRCC has any responsibility for monitoring whether the other side's Relationship Manager has actually complied with any applicable internal approval procedures for binding the respective Party. One Party's Relationship Manager can delegate authority for a specific matter or for categories of matters to another person by informing the other Party's Relationship Manager in writing reasonably in advance of such delegation; the delegation of authority may only be cancelled by written notification to the other Relationship Manager.

7.2 **Meetings**

The Relationship Managers shall meet in person or via teleconference as needed.

7.3 **Dispute Resolution Procedure**

- 7.3.1 Any Dispute between the Parties shall be dealt with in accordance with the dispute resolution procedures set forth in this Section 7.3.
- 7.3.2 Each Party must notify the Relationship Manager of the other Party of a Dispute, without undue delay after becoming aware of it, in a written report which at a minimum contains sufficient information to enable the receiving Party to reasonably evaluate the Dispute.
- 7.3.3 If the Parties resolve a Dispute, the Parties will record the resolution in writing. If the Relationship Managers cannot resolve a Dispute within five (5) Business Days after a Dispute Report has been submitted to either of them in accordance with this Section 7.3, each Party may proceed to mediation and, if necessary, arbitration as set forth in Section 13.13.
- 7.3.4 Pending resolution of a Dispute under this Section 7.3 or as referred to the Arbitration Procedures in Section 16.13, Contractor must continue to provide the Services and meet all applicable Service Levels without limitation and otherwise perform in accordance with the terms of this Agreement, provided that ITRCC shall continue to pay all Services Charges applicable to such Services.
- 7.3.5 Compliance with the dispute resolution procedure set forth in this Section 7.3 does not constitute a waiver of any substantive rights or remedies of either Party under this Agreement.
- 7.3.6 All discussions, negotiations and the dispute resolution procedures set forth in this Section 7.3 between the Parties to resolve a Dispute, and all documents and other written materials furnished by a Party or exchanged between the Parties during any such discussions, negotiations or Dispute Resolution Procedures, shall be considered confidential and not subject to disclosure by either Party.

ARTICLE VIII

Confidentiality

8.1 **Confidential Information**

The Parties acknowledge that they have received and will receive Confidential Information in connection with this Agreement. Confidential Information does not include any information: (i) which becomes generally available to the public other than as a result of a breach of this ARTICLE VIII (ii) which is received from a third party provided that the third party is not bound by an obligation of confidentiality with respect to such information, (iii) which was legally in a Party's possession without obligations of confidentiality prior to such information being furnished as Confidential Information, or (iv) which is developed by either Party independently without access to Confidential Information of the other Party.

8.2 **Use of Confidential Information**

The Parties agree that all Confidential Information will be used only for the purpose of exercising any rights or complying with any obligations under this Agreement and the receiving Party will ensure that only such staff to whom disclosure of the Confidential Information is required for the

performance of the receiving Party's obligations under this Agreement will have access to Confidential Information and only to the extent necessary to perform these obligations. The receiving Party of each item of Confidential Information will use all reasonable efforts, taking into account the materiality and proprietary nature of the particular Confidential Information, to protect such Confidential Information from unauthorized use or disclosure (intentional, inadvertent or otherwise) and, in any event, will exercise at least the same reasonable level of care to avoid any such unauthorized use or disclosure as it uses to protect its own information of a like nature.

8.3 Permitted Disclosure

Notwithstanding the foregoing, a Party may disclose Confidential Information to third parties with the prior written consent of the other Party, and each Party will be free to disclose Confidential Information without the consent of the other Party:

- (a) to any regulatory authority in accordance with applicable Laws;
- (b) as otherwise required by applicable Laws, and only to the extent required by applicable Laws; and
- (c) to their and their Affiliates' directors, staff, subcontractors, attorneys, consultants, insurers and agents on a strict need-to-know basis in connection with their respective duties, as long as such persons are advised of the confidential nature of such information and their obligation to protect it as confidential and are bound by confidentiality undertakings consistent with this ARTICLE VIII.

provided that, with respect to (a) and (b) above (in either case, a "Confidential Information Request"), such Party shall: (i) provide the disclosing Party with prompt, prior written notice of such Confidential Information Request so that the disclosing Party may seek an appropriate protective order or waive the receiving Party's compliance with the provisions of this Agreement; and (ii) cooperate with any attempts by disclosing Party as allowed by law to resist such Confidential Information Requests. If, in the absence of a protective order or the receipt of a waiver hereunder, the receiving Party is nonetheless compelled to disclose Confidential Information or else stand liable for contempt or suffer other liability, the receiving Party may disclose only that portion of the Confidential Information, which the receiving Party deems necessary to fulfill the applicable legal requirements.

8.4 Return and Destruction

If this Agreement terminates or expires for any reason, the receiving Party of each item of Confidential Information, including documents, contracts, records or properties, will return it to the disclosing Party or, as reasonably requested in the disclosing Party's discretion, destroy it and provide a certification to the disclosing Party that all such Confidential Information has been returned or destroyed except to the extent that retention of any Confidential Information is required by applicable Law or expressly permitted under this Agreement.

8.5 Breach of Confidentiality

Each Party acknowledges that a breach of this Article may result in serious and irreparable harm to the Party who disclosed the Confidential Information subject to such breach, for which there is no adequate remedy at law. Therefore, in addition to any other remedies available to the

disclosing Party at law or in equity, the disclosing Party shall be entitled to injunctive relief for any such breach without the posting of bond or other security and without proof of actual damages. Such remedy shall not be deemed to be the exclusive remedy to the disclosing Party for any such breach but shall be in addition to all other remedies available at law or equity.

ARTICLE IX

Intellectual Property

9.1 Ownership and Restrictions

ITRCC shall have exclusive title and ownership rights, including all Intellectual Property rights, throughout the world in all Work Product. To the extent that exclusive title and/or ownership rights may not originally vest in ITRCC as contemplated herein, Contractor shall irrevocably assign all right, title and interest, including Intellectual Property and ownership rights, in the Work Product to ITRCC. Any use of the Work Product by ITRCC, its assigns, or any person, firm or corporation acting on behalf of ITRCC, shall be without additional compensation to Contractor.

9.1.1 Contractor shall not at any time do anything or cause anything to be done that would prejudice ITRCC's right, title and interest in any of ITRCC's Intellectual Property rights in the Work Product.

9.2 Disclosure

Contractor agrees to disclose, and shall cause its Affiliates and Subcontractors to disclose, promptly in writing to ITRCC any and all Intellectual Property made, conceived, developed, acquired or reduced to practice by Contractor, its Affiliates and Subcontractors, alone or jointly with others, during or in connection with the performance of the Services.

9.2 Further Assurances

Contractor will give ITRCC or ITRCC's designee all reasonable assistance and execute all documents necessary to assist with enabling ITRCC to prosecute, perfect, register or record its rights in any Work Product.

9.3 Termination

Upon the expiration or termination of this Agreement, each Party must cease to use any Intellectual Property provided by the other under this Agreement except as otherwise provided in the this Agreement or the CGI Contract and must return to the other Party all materials (including records in electronic or digital form) which embody such Intellectual Property or, at such other Party's direction, destroy the same (and certify to the other Party in writing signed by a director that such destruction has taken place).

9.4 Infringement and Misappropriation

Each Party shall notify the other Party promptly if it becomes aware of any unauthorized access to, use or copying of any part of the Back Office System, Services or the Intellectual Property in the Work Product. Each Party shall fully cooperate in any factual investigation of such infringement or misappropriation, including by providing any relevant documents, proffering any

employees with relevant knowledge or technical expertise, and executing any documents or written affidavits necessary for such investigation or any subsequent enforcement action.]

ARTICLE X

Liability

10.1 Exclusions

10.1.1 Contractor shall have no liability to ITRCC under or in connection with this Agreement or the provision of the Services, whether in contract (including under any indemnity), in tort (including negligence), in property, under a warranty, under statute, in law, in equity, or otherwise to the extent that such liability is principally caused by or is a result of: (a) the failure by ITRCC to perform any of its obligations under this Agreement; (b) errors in programs, coding information, data preparation or operating instructions, in each case if supplied by ITRCC or its subcontractors; (c) defects in any systems within the control or under the operation of ITRCC or any subcontractors; (d) any act or omission of ITRCC or any other subcontractors which delays or prevents Contractor from providing the Services where Contractor has notified ITRCC of such act or omission and where ITRCC has not rectified such act or omission within a reasonable period of time from such notification; or (e) any failure of ITRCC to operate its systems in accordance with Best Industry Practice or directions given by Contractor (to the extent to which they are not inconsistent with this Agreement); or (f) a Force Majeure Event.

10.1.1 Each of the items set out in Section 10.1 shall be construed separately and without limitation to each other.

10.2 Exclusion of Specific Forms of Loss

Neither Party shall have liability to the other under or in connection with this Agreement or the provision of the Services, whether in contract (including under any indemnity), in tort (including negligence), in property, under a warranty, under statute, in law, in equity, or otherwise, whether or not foreseeable or noticed by a Party, for any indirect, consequential, punitive, special or exemplary damages, or loss of profits. For the avoidance of doubt, nothing in this Section 10.2 shall preclude either Party from recovering direct damages for breach of this Agreement.

10.3 Insurance

Contractor agrees to procure and maintain, at its own expense, appropriate insurance covering its obligations hereunder in accordance with the provisions in the CGI Contract. In the event that any of the Services are provided by employees of Contractor, its Affiliates or Subcontractors in the United States, Contractor shall maintain, or cause its Affiliate or Subcontractors to maintain, Employers' Liability and Workers' Compensation insurance in an amount of not less than \$500,000 (or the minimum statutory amount) per occurrence.

10.4 Notification of Claims

If either Party becomes aware of any matter that may give rise to a claim under this Agreement, notice of that fact (together with all details of the matter in question as are available) shall be given to the other Party as soon as is reasonably possible. Without prejudice to its obligations at Law, each Party shall take all reasonable steps to mitigate any loss it may suffer in connection with such claims.

10.5 **Remedies in the Event of Breach of Warranty**

In the event of a breach of the warranties set forth in Section 4.2.2, Contractor, at its sole expense, shall have the option promptly to: (a) modify the Deliverables to make them non-infringing so long as the Deliverables as modified complies with the requirements of this Agreement and provides ITRCC with the same functionality and benefit; (b) obtain for ITRCC the right to continue using the Deliverables; or (c) substitute services or deliverables acceptable to ITRCC which do not so infringe or misappropriate in place of the respective infringing or misappropriated Deliverables so long as the substitute complies with the requirements of this Agreement and provides ITRCC with the same functionality and benefit.

10.6 **Recovery from Third Parties**

10.6.1 If Contractor pays an amount in discharge of any claim under this Agreement and ITRCC or any of its Affiliates previously or subsequently recovers (whether by payment, discount, credit, relief, set-off or otherwise) from a third party (including an insurer) a sum for which it has already been reimbursed by Contractor, ITRCC shall forthwith pay, or shall procure that the relevant Affiliate forthwith pays, to Contractor an amount equal to the lesser of:

- (a) the net sum recovered from the third party; and
- (b) the amount previously paid by Contractor to ITRCC on account of the relevant claim.

10.6.2 Where ITRCC has or may have a claim against a third party, ITRCC shall use reasonable efforts, and shall procure that all reasonable efforts are used, to recover any amounts due from any such third party against whom ITRCC has or may have such claim.

ARTICLE XI

Termination

11.1 **Termination by Either Party**

Either Party may terminate this Agreement immediately by written notice to the other Party if that other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets, or if the equivalent of any of those events occurs under the Laws of any of the relevant jurisdictions to the other Party.

11.2 **Termination by ITRCC**

11.2.1 ITRCC may terminate this Agreement:

- (a) in part or in whole, by written notice to Contractor if Contractor commits a material breach of its obligations under this Agreement and that breach has not been remedied within sixty (60) days (or such longer period as may be specified in the notice) after ITRCC gives Contractor such written notice indicating: (i) the nature and basis of such breach with reference to the applicable provisions of this Agreement; and (ii) ITRCC intention to terminate this Agreement if the breach is not cured; or
- (b) any time upon sixty (60) days prior written notice subject to payment of the Termination Charges to Contractor.

11.3 **Termination by Contractor**

11.3.1 Contractor may terminate this Agreement immediately by written notice to ITRCC if ITRCC commits a material breach of its obligations under this Agreement and that breach has not been remedied within sixty (60) days (or such longer period as may be specified in the notice) after Contractor gives ITRCC such written notice indicating: (i) the nature and basis of such breach with reference to the applicable provisions of this Agreement; and (ii) Contractor's intention to terminate this Agreement if the breach is not cured.

11.3.2 Contractor may suspend provision of the Services immediately by written notice to ITRCC if ITRCC does not pay any undisputed amounts due pursuant to this Agreement and such amounts (including interest thereon) remain unpaid for more than sixty (60) days.

11.4 **Survival of Rights on Termination or Expiration**

Termination or expiration of this Agreement shall not affect any rights or obligations which may have accrued prior to termination or expiration. Any provisions of this Agreement that can reasonably be interpreted as being intended to survive the termination or expiration of this Agreement, including all payment obligations will survive the termination or expiration of this Agreement.

11.5 **Effect of Termination**

Subject to Section 11.6, on termination or expiration of this Agreement for any reason:

- (a) Contractor and its Affiliates and Subcontractors shall be discharged from any further obligation to provide the Services and other resources to ITRCC as set forth in this Agreement;
- (b) except as otherwise expressly set forth herein, any right granted to ITRCC pursuant to this Agreement shall cease to exist; and
- (c) the Parties shall fulfill their respective obligations pursuant to Section 9.3.

11.6 **Termination Assistance**

Due to the specialized nature of the Services, if this Agreement is terminated for any reason (other than pursuant to Section 11.3.1), the Parties shall negotiate a reasonable period, of no more than two (2) months, for an effective transition, during which time the Agreement will be in full force and effect. During the transition period, Contractor shall reasonably assist in transitioning the Services to a replacement provider selected by ITRCC.

ARTICLE XII

Force Majeure

12.1 **Relief for Force Majeure**

A Party shall not be liable for any failure to perform or delay in performing any of its obligations under this Agreement to the extent caused by a Force Majeure Event, and shall be deemed not to

be in breach of this Agreement to the extent that such breach is caused by such Force Majeure Event; provided, that each Party uses reasonable diligence to ensure the continuation of Services, the timely delivery of Deliverables, and any other actions that are required to continue the operation of the Back Office Systems.

12.2 **Exceptions**

Notwithstanding Section 12.1, the obligation of a Party under this Agreement to pay money shall not be excused due to any Force Majeure Event.

ARTICLE XIII

Miscellaneous

13.1 **Notices**

13.1.1 Notices under this Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by the relevant Party):

13.1.2 All notices, correspondence and other communications to ITRCC shall be delivered to the following address or as otherwise directed by ITRCC's Relationship Manager:

ITR Concession Company LLC
52551 Ash Road
Granger, Indiana 46530-7226
Attn: IT Manager
Tel. (574) 651-2474
Fax. (574) 651-2562
E-mail: jgomezlobo@indianatollroad.org

In addition, copies of all notices to precede, notices regarding Disputes, and suspension, termination and default notices shall be delivered to the following persons:

ITR Concession Company LLC
52551 Ash Road
Granger, Indiana 46530-7226
Attn: General Counsel
Tel. (312) 552-7102
Fax. (312) 552-7130
E-mail: gphipp@indianatollroad.org

13.1.3 All notices, correspondence and other communications to Contractor shall be delivered to the following address or as otherwise directed by Contractor's Relationship Manager:

In addition, copies of all notices regarding Disputes, and termination and default notices shall be delivered to the following person:

13.1.4 Notices shall be deemed received when actually received in the office of the addressee (or by the

addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Central Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical or other communications pertaining to the Services shall be conducted by the Parties' Relationship Managers.

13.2 **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and (to the extent permissible by Law) supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other Party can be shown to have relied). All terms, conditions and warranties not stated expressly in this Agreement, and which would in the absence of this provision be implied into this Agreement by statute, common law, equity, trade, custom or usage or otherwise, are excluded to the extent permitted by Law.

13.3 **Assignment**

13.3.1 ITRCC shall be entitled to assign, novate or otherwise transfer this Agreement, in whole or in part, without Contractor's prior written consent.

13.4 **Waiver**

13.4.1 No waiver of any term, covenant or condition of this Agreement shall be valid unless in writing and signed by the obliged Party.

13.4.2 No waiver by any Party of any right or remedy under this Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

13.4.3 No act, delay or omission done, suffered or permitted by one Party or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of such Party hereunder, or to relieve the other Party from the full performance of its obligations under this Agreement.

13.4.4 Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the Parties make and implement any interpretation of this Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes.

13.4.5 Except as otherwise expressly set forth in this Agreement, the acceptance of any payment or reimbursement by a Party shall not waive any preceding or then-existing breach or default by the

other Party of any term, covenant or condition of this Agreement, other than the other Party's prior failure to pay the particular amount or part thereof so accepted, regardless of the paid party's knowledge of such preceding or then-existing breach or default at the time of acceptance of such payment or reimbursement. Nor shall such acceptance continue, extend or affect: (a) the service of any notice, any Dispute Resolution Procedures or final judgment; (b) any time within which the other Party is required to perform any obligation; or (c) any other notice or demand.

13.5 **Amendment and Variation**

No amendment, deletion, supplementation, or other variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

13.6 **Independent Contractor**

This Agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement and in addition the Parties agree that their relationship is one of independent contractors. Except to the extent to which a Party is specifically authorized in writing in advance by the other Party, neither Party is authorized or empowered to act as agent for the other for any purpose and neither Party must on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party will be bound by the acts or conduct of the other, except for acts or conduct which the first Party specifically authorizes in writing in advance.

13.7 **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

13.8 **Invalidity**

If any provision in or any part of this Agreement shall be found to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of this Agreement and the remaining provisions shall continue in full force and effect.

13.9 **Costs and Duties**

Each Party must bear its own costs and expenses arising out of the negotiation, preparation and execution of this Agreement.

13.10 **Further Assurances**

Each Party agrees to do all things and execute all documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

13.11 **Remedies Cumulative**

Except where this Agreement provides otherwise, the rights, powers and remedies provided to the Parties in this Agreement are in addition to, and do not exclude or limit, any right, power or

remedy provided by law or equity or by any agreement between the Parties.

13.12 **Governing Law**

The construction and validity and performance of this Agreement and the transactions contemplated by it shall be governed by the Laws of Indiana as applied to contracts executed and performed entirely within such state.

13.13 **Arbitration Procedure**

13.13.1 Except with regard to actions seeking temporary or permanent injunctive relief, any Dispute, having exhausted all procedures under Section 7.3, will be initially referred to mediation in accordance with the rules of the American Arbitration Association.

13.13.2 If the Dispute is not successfully resolved through such mediation, it shall be finally settled by arbitration in accordance with the rules of the American Arbitration Association. Prior to commencing arbitration, the Parties must have complied with the Dispute Resolution Procedures as set forth in Section 7.3 and the mediation described in Section 13.13.1.

13.13.3 The arbitration shall be conducted by three (3) arbitrators.

13.13.4 The place of both mediation and arbitration shall be in Elkhart County, Indiana. The proceedings shall be conducted in the English language exclusively and all costs apart from the Parties' own representation shall be divided evenly.

13.14 **Injunctive Relief**

Each Party hereby acknowledges that a breach of the intellectual property, confidentiality, and data protection provisions of this Agreement would lead to irreparable harm that could not be remedied by damages and other monetary remedies alone. In such event, the non-breaching Party may seek injunctive or other equitable relief in any court of competent jurisdiction, and the Parties waive any requirement of special proof or bond in such actions.

[Signature page follows]

[Remainder of page intentionally left blank]

ITR Concession Company LLC

Contractor

By:

By:

Title:

Title:

Date:

Date:

Schedule 1
Definitions and Construction

1. Definitions

In this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

"Affiliate"	means, in relation to a Party, any company, partnership or other entity which from time to time Controls, is Controlled by or is under the common Control with that Party (provided that neither Contractor or ITRCC shall be regarded as an Affiliate of the other for the purposes of this Agreement). For these purposes " Control " means the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question.
"Agreement"	means this Agreement.
"Back Office System"	is defined in Section 1.1 and further described in the Statement of Work.
"Business Days"	means any day other than Saturdays, Sundays and official government holidays in Indiana and Spain.
"Concession Agreement"	means the Indiana Toll Road Concession and Lease Agreement, entered into between the Indiana Finance Authority and the ITR Concession Company LLC, dated April 12, 2006, as amended, supplemented and/or modified from time to time.
"Confidential Information"	means the proprietary and confidential information of one Party that is disclosed to the other in connection with this Agreement, or other Work Product included in the Deliverables that derives value from its confidentiality, where such information may include, without limitation, all Work Product and all other information, know-how, marketing and development plans, techniques and materials, customer names and other information related to customers, price lists, pricing policies and financial information, and methods of production, use, operation and application, and all samples, prototypes or other materials disclosed by ITRCC, as well as all analyses, compilations, results, studies, or other documents prepared by Contractor: (i) which are not generally known to the public; and (ii) in which such Party or its suppliers or customers has rights. Confidential Information shall include all Background Materials and Third Party Software made available by Contractor, an Affiliate of Contractor or a subcontractor of Contractor.
"Contract Value"	means the amount of the Services for a one year period, including any additional work requested by ITRCC pursuant to Section 8 of Annex No. 87.
"Deficiency"	means a failure to provide any of the Services (and to meet the Service Levels) in accordance with this Agreement.
"Deliverable(s)"	means any work product produced by Contractor and provided to ITRCC as part of the Services or in support of the maintenance or operation of the Back Office System.
"Dispute"	means any dispute between the Parties arising out of or in connection with this Agreement.
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Section 7.3.
"Effective Date"	is defined in the Preamble.
"Force Majeure Event"	means, in relation to a Party, events or circumstances beyond such Party's reasonable control, including by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, sabotage, civil disorders, rebellions or revolutions, strikes or lock-outs, acts or omissions of utilities or of government entities and major ongoing power outages.

"Best Industry Practice"	means, in relation to any particular circumstances, the degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced person performing a similar type of obligations under the same or similar circumstances.
"Governmental Entity"	means any federal, State of Indiana, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, or body.
"IFA"	means the Indiana Finance Authority
"Intellectual Property"	means rights in patents, trademarks, signs and service marks, designs, trade or business names, copyrights (including rights in computer software), database rights and topography rights (whether or not any of these is registered and including applications for registrations of any such thing) and all trade secrets and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world.
"Law(s)"	means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to or has an impact on the Facility or the Services, whether taking effect before or after the Effective Date, including environmental laws. "Laws", however, excludes governmental approvals, permits, or consents.
"Parties" or "Party"	is defined in the Preamble.
"Regulatory Requirements"	means all federal and state legal and regulatory requirements in the State of Indiana that are applicable in relation to the Services.
"Related Parties"	means a Party's Affiliates, employees, subcontractors, officers, directors, agents, successors and assigns.
"Relationship Manager"	means the person appointed by each Party to act as such in accordance with Section 7.1.
"Service Levels"	means the service levels as set out in <u>Schedule 2</u> (specifically, Section 6 of Annex No. 87).
"Services"	is defined in Section 3.1.
"Statement of Work"	means the statement of work set out in <u>Schedule 2</u> (Statement of Work).
"Subcontractors"	means any third party subcontracted by Contractor or any of its Affiliates for the purpose of providing the Services under the Agreement
"Taxes"	means any kind of taxes including federal, state or local taxes, levies, imposts or other fees or duties of any kind whatsoever imposed by any governmental authority in any other jurisdiction, or any subdivision thereof, including any interest, penalties or additions thereon.

"Term"	is defined in Section 2.3
"Termination Charges"	means the early termination charges.
"Work Product"	means any embodiment of the instruments of service that is unique and developed specifically in connection with performing the obligations under this Agreement or any other contract or agreement of any nature or kind between the Parties, which may include: information, data, material, discoveries, ideas (whether or not patentable or reduced to practice), concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, algorithms, documentation, diagrams, flow charts, methods, techniques, research, processes, procedures, know-how, marketing and development plans, techniques and materials, and all tangible embodiments of each of the foregoing (in whatever form and media) and all Intellectual Property rights appurtenant to or inherent in the same.

2. Rules of Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings shall be ignored in construing this Agreement.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) References to this Agreement include its Schedules and this Agreement as from time to time amended and references to Recitals, Sections, Schedules and Appendices are to recitals and Sections of, and schedules and appendices to, this Agreement. In the event of a conflict between the terms in the main body of this Agreement and those contained in a Schedule or an Appendix, as the case may be, the terms set out in the Schedule shall prevail.
- (d) A reference in a Schedule to an Article or Section of this Agreement is a reference to such an Article or Section contained in the main body of this Agreement.
- (e) The words "include", "includes", "including", "e.g." and "in particular" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa.
- (f) References to times of day are to Granger, Indiana local time unless otherwise stated. References to indemnifying any person against any circumstance include indemnifying that person, on an after tax basis in respect of that consequence.
- (g) A reference to the holder of any office or position of responsibility includes references to such person as is from time to time appointed to exercise the functions of the holder.
- (h) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, or restated, except to the extent prohibited by this Agreement or that other agreement or document.

**Schedule 2
Statement of Work**

Schedule 3
Service Charges

Pursuant to the terms and conditions set forth in Article 5 of this Agreement, the Service Charges for the Services are set forth below and shall only be subject to increase in response to documented increases as a result of a mutually agreed upon change request.

For the avoidance of doubt, the Service Charges include any and all travel expenses, previously agreed between the parties, incurred by Contractor or its Affiliate or Subcontractors in the execution of the Services.